

Before the  
**Federal Communications Commission**  
 Washington, D.C. 20554

**RECEIVED**

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**FCC MAIL ROOM**

In re Applications of	)	MM Docket No. 88-487
	)	
GOODLETTSVILLE BROADCASTING	)	File No. BPH-861215MI
COMPANY, INC.	)	
	)	
BLEDSON COMMUNICATIONS, LTD.	)	File No. BPH-861216MD
	)	
HEIDELBERG-STONE BROADCASTING	)	
COMPANY	)	File No. BPH-861217MA
	)	
WILLIAM E. BENNS, III	)	File No. BPH-861217MQ
	)	
For Construction Permit for a	)	
New FM Station, Channel 246C2,	)	
Goodlettsville, Tennessee	)	
	)	
	)	
TO: The Full Commission	)	

**JOINT REQUEST FOR APPROVAL OF AGREEMENT**

Pursuant to Section 73.3525 of the Commission's Rules and Regulations, 47 C.F.R. §73.3525, William E. Benns, III ("Benns"), Bledsoe Communications, Ltd. ("Bledsoe"), and Goodlettsville Broadcasting Company, Inc. ("GBC"), hereby jointly request the full Commission to approve the attached Merger and Option Agreement ("Agreement") for removal of application conflicts. In support thereof, it is alleged:

1. This case involves four applications, each for a construction permit for a new FM broadcast station to operate on Channel 246C2 at Goodlettsville, Tennessee. Because the operation

of more than one station on Channel 246C2 at Goodlettsville would create intolerable electrical interference, the applications are mutually exclusive, i.e., only one may be granted.

2. The applications which are the subject of this proceeding were originally filed in 1986. Originally, there were 28 applications for the Goodlettsville facility. However, all of the original applications have been dismissed, except for the applications of Benns, Bledsoe, GBC and Heidelberg-Stone Broadcasting Company ("HSB").

3. At least two separate hearings were conducted before ALJ Chachkin, and an Initial Decision and Supplemental Initial Decision were issued. However, appeals were taken to the full Commission and later to the U.S. Court of Appeals for the D.C. Circuit which, ultimately, remanded the case to the Commission for further proceedings in light of that Court's decision in Bechtel v. FCC, 10 F.3d 875 (D.C. Cir. 1993).

4. In short, the proceedings in this case have been protracted and very expensive to all the parties and to the government. Yet, after 13 years, the case still remains unresolved.

5. Three of the applicants in this proceeding have joined in an Agreement, a copy of which is attached and marked Exhibit A, the purpose of which is to simplify the proceeding and put in place a structure which, it is hoped, will lead to an ultimate global settlement. Under the terms of the Agreement, the three parties to the Agreement will enter into a bona fide merger and form a new limited liability company, Mid-TN Broadcasters, LLC ("Mid-TN"). If the case is not settled and the license goes to government auction, Mid-TN, as a substitute for the three settling parties, will participate in the auction. Another company, DBBC, L.L.C., will have an option to purchase the construction permit in the event that Mid-TN is the successful bidder.

6. A fourth applicant, HSB, has so far declined to join in the merger. However that

is no barrier to approval of the Agreement. The Commission has approved similar agreements, where not all of the parties to the proceeding were included in the agreement. Gonzales Broadcasting, Inc., 12 FCC Rcd 12253 (1997); see also Heidi Damsky, 13 FCC Rcd 11688 (1998). Indeed, the structure of the Agreement which is the subject of this Joint Request is quite similar to the structure of the agreements which the Commission approved in Gonzales and Damsky.<sup>1</sup>

7. In enacting the Balanced Budget Act of 1997, Congress added a new subsection to the Communications Act, subsection 309(j)(6)(E), which reads as follows:

"(6) Rules of Construction. - Nothing in this subsection, or in the use of competitive bidding, shall - -

(E) be construed to relieve the Commission of the obligation in the public interest to continue to use engineering solutions, negotiation, threshold qualifications, service regulations, and other means in order to avoid mutual exclusivity in application and licensing proceedings;"

Thus, the Congress made it clear that it was not sanctioning the use of auctions as a means of selecting amongst competing applicants, where an auction can be avoided, nor was it in favor of conflicts, where conflicts could be avoided. Indeed, the Congress made it very clear that the Commission should attempt to "use engineering solutions, negotiation, threshold qualifications, service regulations, and other means in order to avoid [conflicts] in application and licensing proceedings."

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<sup>1</sup>Except that those agreements involved options to purchase a broadcast station or an interest therein, after the station went on the air. Subsequently, the FCC amended its rules to allow for free transferability of construction permits, themselves, at a profit. 1998 Biennial Regulatory Review - Streamlining of Mass Media Applications, Rules and Processes, 13 FCC Rcd 23056 (1998), at paragraphs 26, et seq. Third party option arrangements similar to the plan presented here have been routinely approved. See, Frank Digesu, Sr., 9 FCC Rcd 7866 (Rev. Bd. 1994); Lamar Communications, Inc., 6 FCC Rcd 7022 (OGC 1991); The Old Time Religion Hour, Inc., FCC 87I-097 (OGC 1987) (unpublished).

8. Here, the three parties to this Agreement have negotiated over a period of many months in an effort to resolve the conflicts between their applications. Thus, approval of this Agreement will not only serve the public interest by simplifying this proceeding, but is also consistent with Congressional intent, sanctioning negotiations to resolve conflicts. HSB has thus far declined to join in the Agreement, but it is welcome to do so and the Agreement makes specific provisions at paragraph 6 for HSB to become a part of the settlement and thereby achieve a complete and final resolution of this proceeding.

9. Section 73.3525 of the Commission's rules requires the submission of affidavits or declarations, addressing certain matters which are specified in the rule. Declarations, executed by a principal of each of the applicants, are attached hereto as Exhibit B.

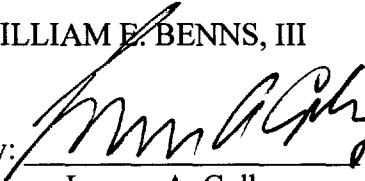
WHEREFORE, the premises considered, it is respectfully submitted that a grant of this Joint Request for Approval of Agreement will serve the public interest and that the relief requested herein should, therefore, be granted.

April 13, 1999

Law Office of  
LAUREN A. COLBY  
10 E. Fourth Street  
P.O. Box 113  
Frederick, MD 21705-0113  
(301) 663-1086

Respectfully submitted,

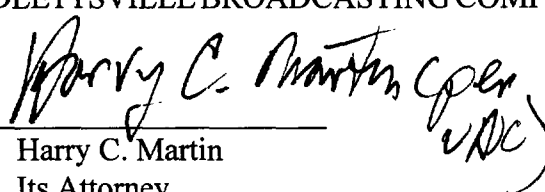
WILLIAM E. BENNS, III

By: 

Lauren A. Colby  
His Attorney

Fletcher, Heald & Hildreth  
1300 North 17<sup>th</sup> Street  
11<sup>th</sup> Floor  
Rosslyn, VA 22209  
(703) 812-0415

GOODLETTSVILLE BROADCASTING COMPANY, INC.

By:  (per vDC)

Harry C. Martin  
Its Attorney

Wyatt, Tarrant & Combs  
511 Union Street  
Suite 1500  
Nashville, TN 37219  
(615) 251-6744

BLEDSON COMMUNICATIONS, LTD.

By: C. Michael Norton per. V.A.C.  
C. Michael Norton  
Its Attorney

**EXHIBIT A**

**MERGER AND OPTION AGREEMENT**

L.A.C.

L.A.C.

Merger and Option Agreement, made and entered into this 7<sup>th</sup> day of April, 1999, by and between Goodlettsville Broadcasting Company, Inc. ("GBC"), a Tennessee corporation; Bledsoe Communications, Ltd. ("Bledsoe"), a Tennessee limited partnership; and William E. Bennis, III ("Bennis"), an individual and resident of the Commonwealth of Virginia (all of the foregoing being hereinafter individually referred to as an "Applicant" and collectively referred to as "The Merged Applicants"); and DBBC, L.L.C., a Delaware limited liability company, or its assignee (hereinafter referred to as "DBBC"):

**WITNESSETH:**

WHEREAS, each Applicant is an applicant to the Federal Communications Commission ("FCC") in Docket No. 88-487, for a construction permit for a new FM broadcast station to operate on Channel 246C2 at Goodlettsville, Tennessee (the "Station"), as follows:

Goodlettsville Broadcasting Company, Inc.  
Bledsoe Communications, Ltd.  
William E. Bennis, III

File No. BPH-861215MI  
File No. BPH-861216MD  
File No. BPH-861217MQ

and,

WHEREAS, there is another applicant for the construction permit, Heidelberg-Stone Broadcasting Company, File No. BPH-861217MA ("HSB"); and

WHEREAS, since all of the applications are mutually exclusive (only one may be granted), it appears that the FCC will be required to hold an auction among HSB and the Applicants to determine which applicant should be awarded the construction permit for the Station (the "Auction"); and

WHEREAS, The Merged Applicants desire to participate in the Auction through a single entity and, if they are successful in obtaining the construction permit, to give DBBC an option to purchase their interests in such entity;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, it is agreed as follows:

1. Merger. Within thirty (30) days of the date of this Agreement, The Merged Applicants will, at their own expense, form a new Delaware limited liability company, Mid-TN Broadcasters, LLC (or such other mutually agreeable name as may be available) (hereinafter "Mid-TN"), based on documentation mutually acceptable to The Merged Applicants and DBBC. While this Agreement remains in effect, such documentation shall not be modified without DBBC's consent. Each Applicant will have a one-third (1/3) equity interest in Mid-TN, and one-third (1/3) of the controlling votes; provided, however, that the shareholders of GBC may exchange their stock in GBC for a one-third (1/3) interest in Mid-TN, such one-third (1/3) interest to be divided amongst GBC's shareholders in proportion to each such shareholder's relative interest in GBC; and provided, further, that the partners of Bledsoe may exchange their partnership interests for a one-third (1/3) interest in Mid-TN, such one-third (1/3) interest to be divided amongst Bledsoe's partners, in proportion to each such partner's relative interest in Bledsoe.

2. Amendment. Within five (5) days of the date of this Agreement, The Merged Applicants will file a joint request with the FCC, asking the FCC to (a) approve this Agreement; (b) dismiss the applications of GBC and Bledsoe; and (c) amend the application of Benns to substitute Mid-TN as the applicant in place of Benns. The Merged Applicants will do all things reasonably necessary and/or appropriate to obtain such approval and amendment, and each Applicant agrees that



at the forthcoming Auction it will bid only through Mid-TN or for the benefit of Mid-TN, so as to fully carry out the terms of this Agreement. Additionally, within thirty (30) days of the date of this Agreement, Mid-TN will amend its application to specify a fully spaced transmitter site, designated by DBBC. DBBC represents that it owns or controls such a fully spaced transmitter site and that it will lease such site to Mid-TN at a rental of One Thousand Dollars (\$1000.00) per month for a term of ten (10) years, commencing on the first (1st) day of the first (1st) month when construction of the station begins; provided, however, that if DBBC purchases the construction permit pursuant to the provisions of this Agreement such lease shall promptly terminate and be of no further force or effect. DBBC will, at its own expense, engage competent engineers to prepare the engineering portion of the site change amendment and timely furnish same to Mid-TN.

3. Bidding. At the Auction, Mid-TN will bid for the construction permit and use its best efforts to obtain the construction permit for the Station, subject to the terms and conditions herein. DBBC will on a timely basis advance to Mid-TN whatever funds may be required to participate in the Auction and complete the acquisition of the construction permit from the FCC, subject to the terms and conditions herein. These advances will be treated as non-interest bearing loans to Mid-TN, which will be forgiven and credited against the purchase price on the day when DBBC completes the purchase of the construction permit pursuant to its option (the "Closing Date"). Such loans shall be secured by a security interest in all of Mid-TN's assets and a pledge of all issued and outstanding equity interests in Mid-TN, it being understood and agreed that such assets and equity interests shall otherwise remain free and clear of all liens and encumbrances (excluding those imposed by the government to secure payment of Mid-TN's bid). If for any reason DBBC fails to complete the purchase of the construction permit, Mid-TN agrees that it will, within the earlier of

three (3) years or the date on which Mid-TN and/or The Merged Applicants transfer or assign the assets of the Station or a majority interest in Mid-TN's equity to a party other than DBBC, repay all such loans to DBBC, together with interest at the rate of eight percent (8%) per annum from the day when the monies were originally advanced. DBBC agrees that it will advance sufficient funds to Mid-TN to enable Mid-TN to pay at least the sum specified in Schedule A, attached hereto, to the government for the construction permit (the "Ceiling"). DBBC shall not be required to advance funds in excess of the Ceiling but, if DBBC elects to exceed the Ceiling, DBBC shall be at liberty to do so, and Mid-TN will bid as directed by DBBC; it being understood that, whether or not the bid exceeds the Ceiling, the entire amount of the bid will be advanced by DBBC to Mid-TN as a loan, to either be forgiven on the Closing Date or, if DBBC fails to complete the purchase of the construction permit, paid back as set forth above. In the event that the bidding at the Auction exceeds the Ceiling, and in the further event that in any stage of the bidding process DBBC decides that it wishes to bid no higher, DBBC shall promptly notify Mid-TN of its decision and Mid-TN shall be free to bid for its own account and, if it is the winning bidder, Mid-TN shall have no obligation to sell the construction permit to DBBC; provided, however, that if Mid-TN bids for its own account, any monies advanced to Mid-TN by DBBC pursuant to this paragraph and all of the option fees paid by DBBC pursuant to paragraph 5, infra, will be returned to DBBC within ten (10) days after the completion of the Auction, whether or not Mid-TN is the successful bidder. In the event Mid-TN fails to make such payment to DBBC when and as due, The Merged Applicants and the principals of such applicants, i.e., Eleanor Mead, Whit Adamson, Ronald Bledsoe and William E. Benns, III, shall be jointly and severally liable to DBBC for the full amount owed to DBBC, plus all costs of collection.

4. Option. The Merged Applicants will give DBBC an option to purchase all of their equity interests in Mid-TN for the purchase price set forth in Schedule A (the "Purchase Price") in readily available funds, so that Mid-TN shall have a profit equal to the difference between the price actually paid to the government (the "Auction Price") and the Purchase Price; provided, however, that if the Auction Price exceeds the Threshold Price as set forth in Schedule A, the Purchase Price shall be adjusted and shall become the Auction Price, plus the Minimum Profit, as set forth in Schedule A. No Applicant shall enter into or cause Mid-TN to enter into any agreement that would conflict with or impair DBBC's option hereunder; provided, however, that Mid-TN shall not be precluded from making arrangements with other parties to enable Mid-TN to bid for its own account, as set forth in paragraph 3, supra, so long as such arrangements are secondary and subject to DBBC's rights under this Agreement. DBBC may exercise its option at any time, no later than thirty (30) days after the FCC's grant of the construction permit for the Station to Mid-TN has become final, i.e., no longer subject to any administrative or judicial review, by notifying The Merged Applicants, in writing, that DBBC intends to purchase their interests. Within ten (10) days after the giving of such notice, The Merged Applicants, Mid-TN and DBBC will jointly file an application with the FCC for FCC consent to the transfer of control of Mid-TN from The Merged Applicants to DBBC. The parties will diligently prosecute such application and do all things reasonably necessary and/or appropriate to obtain a grant thereof. During the pendency of the application, DBBC may, if it wishes, lend Mid-TN the money to construct the station and put the station on the air pursuant to a time brokerage agreement containing fair and reasonable terms and conditions for the repayment of such construction loans and such other terms and conditions as are normal and customary in such agreements, which time brokerage agreement will allow DBBC to provide programming to the

station. Within ten (10) days after the date when the FCC consents to the transfer of control of Mid-TN to DBBC, and such consent has become final, i.e., no longer subject to any administrative or judicial review, a closing will be held, at which all of the The Merged Applicants' interests in Mid-TN will be conveyed to DBBC, free and clear of all liens and encumbrances other than those securing Mid-TN's debt to DBBC, and DBBC will pay for same in readily available funds, subject to terms and conditions set forth in this Agreement; provided, however, that DBBC may, at its option, waive finality and close at any time within ten (10) days after the FCC issues an order consenting to the transfer of control of Mid-TN to DBBC.

5. Option Fee. In consideration of the option referred to in paragraph 4, supra, DBBC will pay to each Applicant a non-refundable (except as described in paragraph 3, supra) Option Fee. The amount and terms of payment of such fee is shown in Schedule B, attached .

6. Settlement Efforts. The parties acknowledge that it would serve the public interest and their private interests if a universal settlement of the Goodlettsville FM proceeding could be achieved. To that end, each of the parties to this Agreement shall be free to continue to negotiate with the remaining applicant, HSB, in an effort to achieve a universal settlement of the proceeding. Each Applicant agrees that if such a universal settlement can be achieved, HSB will be given a membership interest in Mid-TN and each Applicant will enter into a settlement agreement, subject to FCC consent, for the conveyance of its entire interest in Mid-TN to DBBC in return for the consideration set forth in Schedule C, attached.

7. Notices. Any notices required by this Agreement shall be sent by facsimile or Federal Express or equivalent overnight delivery service, addressed as follows:

If to GBC:

Eleanor T. Mead, Esq.  
213 North Dickerson Road  
Goodlettsville, TN 37072  
Fax: (615) 859-3029

With a Copy to:

Harry C. Martin, Esq.  
Fletcher, Heald & Hildreth  
1300 North 17<sup>th</sup> Street  
11<sup>th</sup> Floor  
Rosslyn, VA 22209  
Fax: (703) 812-0486

If to Bledsoe:

Mr. Ronald Bledsoe  
223 Van Buren Place  
Sarasota, FL 34236  
Fax: \_\_\_\_\_

With a Copy to:

C. Michael Norton, Esq.  
Wyatt, Tarrant & Combs  
511 Union Street  
Suite 1500  
Nashville, TN 37219  
Fax: (615) 251-6764

If to Benns:

Mr. William E. Benns, III  
1525 Bayville Street  
Suite 3  
Norfolk, VA 23503  
Fax: (757) 588-6629

With a Copy to:

Lauren A. Colby, Esq.  
10 E. Fourth Street  
P.O. Box 113  
Frederick, MD 21705-0113  
Fax: (301) 695-8734

If to DBBC:

Mr. Lewis Dickey, Jr.  
Cumulus Media, Inc.  
3060 Peachtree Road, N.W.  
Suite 730  
Atlanta, GA 30305  
Fax: (404) 443-0742

With a Copy to:

Thomas J. Hutton, Esq.  
Holland & Knight  
2100 Pennsylvania Ave., N.W.  
Suite 400  
Washington, D.C. 20037  
Fax: (202) 955-5564

8. Litigation. Once the application of Benns has been amended to substitute Mid-TN as the applicant, and subject to the provisions of paragraph 3, supra, The Merged Applicants will cause Mid-TN to use its best efforts to acquire the construction permit and sell the construction permit to DBBC. To that end, should HSB be the successful bidder at the Auction, or be awarded the construction permit through any other means, Mid-TN will file a petition to deny against the HSB application and pursue all lawful means to obtain a denial of that application. Mid-TN will be represented by legal counsel, selected by a majority of the managing members of Mid-TN. Reasonable fees rendered by such counsel will be paid by DBBC, but DBBC shall not be obligated to pay fees in the aggregate in excess of Twenty Five Thousand Dollars (\$25,000.00).

9. Tennessee Contract. This Agreement is a Tennessee contract and shall be construed and interpreted in accordance with the laws of the State of Tennessee.

10. Specific Performance. Because the construction permit which is the subject of this Agreement is unique, and mere money damages would be insufficient to compensate the parties for the loss of the permit, this Agreement may be enforced by any party by an action for specific performance and it shall be no defense to any such action that the plaintiff allegedly has an adequate remedy at law. This right of specific performance shall not, however, be a substitute for action for damages by any party to this Agreement who has suffered damages as a result of a breach of this

Agreement.

11. Counterparts: This Agreement may be executed in counterparts and shall become effective on the day when the last executed counterpart is received by facsimile in the offices of Benns' counsel, Lauren A. Colby. Mr. Colby is hereby authorized to date the Agreement accordingly.

WHEREFORE, the premises considered, the parties to this Agreement have placed their hands and seals and/or the hands and seals of their authorized representative on the day and year first above written.

**DBBC, L.L.C.**

By: \_\_\_\_\_  
**Managing Member**

**GOODLETTSVILLE BROADCASTING COMPANY, INC.**

By: \_\_\_\_\_  
**President**

**BLEDSON COMMUNICATIONS, LTD.**

By: \_\_\_\_\_  
**General Partner**

**WILLIAM E. BENNS, III**

By: William E. Benns, III

**RONALD BLEDSOE**

By: \_\_\_\_\_

**ELEANOR MEAD**

By: \_\_\_\_\_

**WHIT ADAMSON**

By: \_\_\_\_\_



**Agreement.**

11. Counterparts: This Agreement may be executed in counterparts and shall become effective on the day when the last executed counterpart is received by facsimile in the offices of Bennis' counsel, Lauren A. Colby. Mr. Colby is hereby authorized to date the Agreement accordingly.

WHEREFORE, the premises considered, the parties to this Agreement have placed their hands and seals and/or the hands and seals of their authorized representative on the day and year first above written.

DBBC, L.L.C.

By:   
Managing Member

GOODLETTSVILLE BROADCASTING COMPANY, INC.

By: \_\_\_\_\_  
President

BLED SOE COMMUNICATIONS, LTD.

By: \_\_\_\_\_  
General Partner

Draft #8, Mar 22, 1999

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Lauren A. Colby

301-695-8734

p. 11

**Agreement.**

11. Counterparts: This Agreement may be executed in counterparts and shall become effective on the day when the last executed counterpart is received by facsimile in the offices of Bennis' counsel, Lauren A. Colby. Mr. Colby is hereby authorized to date the Agreement accordingly.

WHEREFORE, the premises considered, the parties to this Agreement have placed their hands and seals and/or the hands and seals of their authorized representative on the day and year first above written.

**DBBC, L.L.C.**

By: \_\_\_\_\_  
Managing Member

**GOODLETTSVILLE BROADCASTING COMPANY, INC.**

By:   
President

**BLEDSON COMMUNICATIONS, LTD.**

By: \_\_\_\_\_  
General Partner

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Lauren A. Colby

301-695-8734

P. 12

**WILLIAM E. BENNS, III**

By: \_\_\_\_\_

**RONALD BLEDSOE**

By: \_\_\_\_\_

**ELEANOR MEAD**

By: Eleanor Mead

**WHIT ADAMSON**

By: Whit Adamson

**WILLIAM E. BENNS, III**

By: \_\_\_\_\_

**RONALD BLEDSOE**

By: *Ronald Bledsoe* ✓

**ELEANOR MEAD**

By: \_\_\_\_\_

**WHIT ADAMSON**

By: \_\_\_\_\_

**Agreement.**

11. Counterparts: This Agreement may be executed in counterparts and shall become effective on the day when the last executed counterpart is received by facsimile in the offices of Bennis' counsel, Lauren A. Colby. Mr. Colby is hereby authorized to date the Agreement accordingly.

WHEREFORE, the premises considered, the parties to this Agreement have placed their hands and seals and/or the hands and seals of their authorized representative on the day and year first above written.

**DBBC, L.L.C.**

By: \_\_\_\_\_  
Managing Member

**GOODLETTSVILLE BROADCASTING COMPANY, INC.**

By: \_\_\_\_\_  
President

**BLEDSOE COMMUNICATIONS, LTD.**

By: Ronald A. Bledsoe  
General Partner

**EXHIBIT B**

### **DECLARATION UNDER PENALTY OF PERJURY**

Pursuant to Section 1.16 the Rules and Regulations of the Federal Communications Commission, Eleanor Mead, hereby declares under penalty of the laws of perjury that the following is true:

I am president, a director and a shareholder of Goodlettsville Broadcasting Company, Inc., an applicant to the Federal Communications Commission for a construction permit for a new FM broadcast station to operate on Channel 246C2 at Goodlettsville, Tennessee, File No. BPH-861215MI, MM Docket No. 88-487.

I make this Declaration on behalf of Goodlettsville Broadcasting Company, Inc., and pursuant to Section 73.3525 of the FCC's Rules, in support of a Merger and Option Agreement which has been entered into between Goodlettsville Broadcasting Company, Inc., Bledsoe Communications, Ltd., and William E. Bennis, III. I respond as follows to the six numbered items, set forth in the Rule:

1. The application will serve the public interest by simplifying the comparative proceeding and putting in place a structure for a global settlement.

2. The application of Goodlettsville Broadcasting Company, Inc., was not filed for the purpose of reaching or carrying out the agreement.

3. The agreement contemplates a bona fide merger of the participating applicants. Therefore, there is no need for a certification that "neither the applicant nor its principals has received any money or other consideration in excess of the legitimate and prudent expenses of the applicant."

4. None of the participating applicants has paid or promised any consideration to any other applicant, nor has any consideration been paid or promised by any applicant to any other applicant. There is an ancillary agreement with DBBC, L.L.C., the terms of which are fully set forth in the agreement.

5. Goodlettsville Broadcasting Company, Inc., does not seek reimbursement of any expenses.

6. The Merger and Option Agreement contains the complete and entire understanding of the parties with respect to the subject matter, thereof. There are no oral agreements or understandings with respect to the dismissal or withdrawal of any application, nor with respect to the subject matter of the Merger and Option Agreement.

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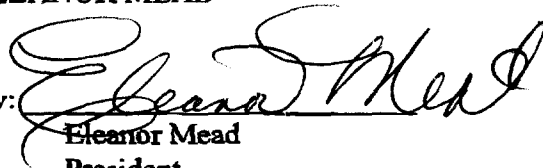
-2-

Further declarant sayeth not.

ELEANOR MEAD

Date: 4-12-99

By:



Eleanor Mead  
President

Goodlettsville Broadcasting Company, Inc.



## **DECLARATION UNDER PENALTY OF PERJURY**

Pursuant to Section 1.16 the Rules and Regulations of the Federal Communications Commission, William E. Bennis, III, hereby declares under penalty of the laws of perjury that the following is true:

I am an applicant to the Federal Communications Commission for a construction permit for a new FM broadcast station to operate on Channel 246C2 at Goodlettsville, Tennessee, File No. BPH-861217MQ, MM Docket No. 88-487.

I make this Declaration pursuant to Section 73.3525 of the FCC's Rules, in support of a Merger and Option Agreement which has been entered into between Goodlettsville Broadcasting Company, Inc., Bledsoe Communications, Ltd., and William E. Bennis, III. I respond as follows to the six numbered items, set forth in the Rule:

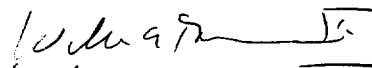
1. The application will serve the public interest by simplifying the comparative proceeding and putting in place a structure for a global settlement.
  2. My application was not filed for the purpose of reaching or carrying out the agreement.
  3. The agreement contemplates a bona fide merger of the participating applicants. Therefore, there is no need for a certification that "neither the applicant nor its principals have received any money or other consideration in excess of the legitimate and prudent expenses of the applicant."
  4. None of the participating applicants has paid or promised any consideration to any other applicant, nor has any consideration been paid or promised by any applicant to any other applicant. There is an ancillary agreement with DBBC, L.L.C., the terms of which are fully set forth in the agreement.
  5. I do not seek reimbursement of any expenses.
  6. The Merger and Option Agreement contains the complete and entire understanding of the parties with respect to the subject matter, thereof. There are no oral agreements or understandings with respect to the dismissal or withdrawal of any application, nor with respect to the subject matter of the Merger and Option Agreement.
-

-2-

Further declarant sayeth not.

Date: 4/12/99

WILLIAM E. BENNS, III

By:   
William E. Benns, III

The following Declaration is in the process of being sent to Mr. Bledsoe for signature, as soon as Mr. Bledsoe can be contacted. As soon as Mr. Bledsoe's signature is received, it will be submitted to the Commission.

## **DECLARATION UNDER PENALTY OF PERJURY**

Pursuant to Section 1.16 the Rules and Regulations of the Federal Communications Commission, Ronald Bledsoe, hereby declares under penalty of the laws of perjury that the following is true:

I am the general partner of Bledsoe Communications, Ltd., an applicant to the Federal Communications Commission for a construction permit for a new FM broadcast station to operate on Channel 246C2 at Goodlettsville, Tennessee, File No. BPH-861216MD, MM Docket No. 88-487.

I make this Declaration on behalf of Bledsoe Communications, Ltd., and pursuant to Section 73.3525 of the FCC's Rules, in support of a Merger and Option Agreement which has been entered into between Goodlettsville Broadcasting Company, Inc., Bledsoe Communications, Ltd., and William E. Benns, III. I respond as follows to the six numbered items, set forth in the Rule:

1. The application will serve the public interest by simplifying the comparative proceeding and putting in place a structure for a global settlement.

2. The application of Bledsoe Communications, Ltd., was not filed for the purpose of reaching or carrying out the agreement.

3. The agreement contemplates a bona fide merger of the participating applicants. Therefore, there is no need for a certification that "neither the applicant nor its principals has received any money or other consideration in excess of the legitimate and prudent expenses of the applicant."

4. None of the participating applicants has paid or promised any consideration to any other applicant, nor has any consideration been paid or promised by any applicant to any other applicant. There is an ancillary agreement with DBBC, L.L.C., the terms of which are fully set forth in the agreement.

5. Bledsoe Communications, Ltd., does not seek reimbursement of any expenses.

6. The Merger and Option Agreement contains the complete and entire understanding of the parties with respect to the subject matter, thereof. There are no oral agreements or understandings with respect to the dismissal or withdrawal of any application, nor with respect to the subject matter of the Merger and Option Agreement.

Further declarant sayeth not.

RONALD BLEDSOE

Date: \_\_\_\_\_

By: \_\_\_\_\_

Ronald Bledsoe  
General Partner  
Bledsoe Communications, Ltd.

**CERTIFICATE OF SERVICE**

I, Traci Maust, a secretary in the law office of Lauren A. Colby, do hereby certify that copies of the foregoing have been sent via first class, U.S. mail, postage prepaid, this 13<sup>th</sup> day of April, 1999, to the offices of the following:

Timothy K. Brady, Esq.  
P.O. Box 71309  
Newnan, GA 30271-1309  
(Counsel to Heidelberg-Stone Broadcasting Company)

  
Traci Maust